

FIRST AMENDMENT TO AGREEMENT OF LEASE

THIS FIRST AMENDMENT TO AGREEMENT OF LEASE (“**Amendment**”) is made this ____ day of _____, 2011, by and between LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership (“**Landlord**”), and HOWARD COUNTY, MARYLAND, a body corporate and politic (“**Tenant**”).

RECITALS:

A. Landlord and Tenant are parties to a Lease Agreement dated June 15, 2010 (the “**Lease**”) pertaining to that certain premises consisting of 8,188 rentable square feet of space known as Suite 200 (the “**Premises**”), in the building (the “**Building**”) located at 9770 Patuxent Woods Drive, Columbia, Maryland 21046, as more fully described in the Lease.

B. Landlord and Tenant desire to amend the Lease and extend the Term upon the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Lease, and intending to be legally bound hereby, agree that the Lease is amended as follows:

1. **Recitals.** All of the above-referenced Recitals are incorporated into and made a substantive part hereof.

2. **Definitions.** Unless otherwise defined herein, all capitalized terms herein shall have the meaning set forth in the Lease.

3. **Term.** The Term, as defined in Article 1(c) of the Lease, is hereby extended for a period of forty-eight (48) months commencing July 1, 2011 (the “**Effective Date**”) and terminating at 11:59 p.m. on June 30, 2015.

4. **Minimum Annual Rent.** Effective as of the Effective Date, Article 1(f) of the Lease is amended to reflect that the Minimum Annual Rent under the Lease shall be payable as follows:

Period	Monthly	Annual
7/1/2011 – 6/30/2012	\$13,987.83	\$167,853.96
7/1/2012 – 6/30/2013	\$14,337.53	\$172,050.36
7/1/2013 – 6/30/2014	\$14,695.97	\$176,351.64
7/1/2014 – 6/30/2015	\$15,063.37	\$180,760.44

5. **Expense Stop.** Effective as of the Effective Date, Section 1(g) of the Lease is amended to reflect that the monthly installments of Minimum Annual Rent set forth in Section 4 of this Amendment include Six thousand ninety-three and 24/100 Dollars (\$6,093.24) or \$8.93 per rentable square foot (the “**Expense Stop**”) in Operating Expenses. Effective as of the

Effective Date, Section 6 of the Lease is revised to reflect that Tenant shall only be required to pay Operating Expenses in excess of the Expense Stop.

6. Renewal Option. Provided that there then exists no event of default by Tenant under this Lease nor any event that with the giving of notice and/or the passage of time would constitute a default, and that Tenant is the sole occupant of the Premises, and subject to the rights of Sourcefire, Inc., Tenant shall have the right and option to extend the Term for one (1) additional period of twenty-four (24) months, exercisable by giving the Landlord prior written notice, at least twelve (12) months, but not more than fifteen (15) months, in advance of the Expiration Date of Tenant's election to extend the Term. The parties agree that time is of the essence and that the foregoing option is personal to the Tenant (which for the purposes of this paragraph shall include any Affiliate) and is non-transferable to any sublessee (regardless if whether any such sublease was made with or without Landlord's consent) or other party. Any extension of the Term pursuant hereto shall be under the same terms and conditions as provided in this Lease except as follows:

- 1) the additional period shall begin on July 1, 2015 and end on June 30, 2017;
- 2) all references to the Term in the Lease shall be deemed to mean the Term as extended pursuant to this Section 6;
- 3) there shall be no further options to extend; and
- 4) Landlord shall have no obligations to make any improvements or alterations to the Premises and the Minimum Annual Rent for the additional period shall as follows:

Period	Monthly	Annual
7/1/2015 – 6/30/2016	\$15,515.27	\$186,183.24
7/1/2016 – 6/30/2017	\$15,980.73	\$191,768.76

7. Broker. Landlord and Tenant each represents and warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Amendment, except Jones Lang LaSalle Brokerage, Inc. (the "Broker"), and that Landlord and Tenant knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Amendment. Landlord agrees to pay the Broker a commission in accordance with a separate agreement. Landlord and Tenant, subject to appropriations, each agrees to indemnify, defend and hold the other harmless from and against all claims made by any broker or finding other than the Broker, for a commission in connection with this Amendment attributable to such party.

8. No Further Modification. The Lease shall remain in full force and effect, binding upon the parties and unmodified except as expressly set forth herein.

9. Successors and Assigns. The terms of and provisions of this Amendment shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

[Signatures on next page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD:

Witness:

LIBERTY PROPERTY LIMITED PARTNERSHIP

By: Liberty Property Trust, Sole General Partner

By: _____

Name: Robert E. Fenza

Title: Executive Vice President & Chief Operating Officer

TENANT:

ATTEST

HOWARD COUNTY, MARYLAND

Lonnie R. Robbins
Chief Administrative Officer

By: _____ (SEAL)
Ken Ulman
County Executive

APPROVED:

James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Sharon F. Greisz, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY

this _____ day of _____, 2011.

Margaret Ann Nolan
County Solicitor